

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B Lab Company		06/07/2012	nonprofit corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	B Lab IP, LLC
Street Address:	8 Walnut Avenue
City:	Berwyn
State/Country:	PENNSYLVANIA
Postal Code:	19312
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3388301	B CORPORATION SETTING THE NEW CORPORATE STANDARD FOR SOCIAL AND ENVIRONMENTAL PERFORMANCE.
Registration Number:	3316902	B CORPORATION
Registration Number:	3316897	B CORPORATION
Registration Number:	3607771	THE CHANGE WE SEEK
Registration Number:	3350447	THE CHANGE WE SEEK

CORRESPONDENCE DATA

Fax Number: 2152799394
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215.279.9389
 Email: linda.ladzenski@flastergreenberg.com
 Correspondent Name: Jordan A. LaVine
 Address Line 1: 1600 JFK Boulevard, 2nd Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

OP \$140.00 3388301

TRADEMARK

ATTORNEY DOCKET NUMBER:	B0727.5003
NAME OF SUBMITTER:	Jordan A. LaVine
Signature:	/Jordan A. LaVine/
Date:	07/23/2012
Total Attachments: 8 source=b lab ip, llc assignment#page1.tif source=b lab ip, llc assignment#page2.tif source=b lab ip, llc assignment#page3.tif source=b lab ip, llc assignment#page4.tif source=b lab ip, llc assignment#page5.tif source=b lab ip, llc assignment#page6.tif source=b lab ip, llc assignment#page7.tif source=b lab ip, llc assignment#page8.tif	

Dated June 7, 2012

B LAB COMPANY,

GIIRS, LLC

and

B Lab IP, LLC

INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT

Linklaters

Linklaters LLP
1345 Avenue of the Americas
New York, NY 10105

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Facsimile (+1) 212 903 9100

Ref L-142096

TRADEMARK
REEL: 004827 FRAME: 0076

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Intellectual Property Assignment Agreement, dated as of June 7, 2012 between:

- (1) B Lab Company, a Pennsylvania nonprofit corporation ("**B Lab**");
- (2) its wholly owned subsidiary, GIIRS, LLC, a Pennsylvania corporation (together with B Lab, the "**Assignors**"); and
- (3) B Lab IP, LLC, a Delaware limited liability company ("**Assignee**" and, together with Assignors, the "**Parties**")

Capitalized terms used herein without definition are defined in Section 1.1.

WITNESSETH

Whereas:

- (A) Assignors have incorporated Assignee and desire to assign to Assignee all of Assignors' right, title and interest in and to the Intellectual Property owned by Assignors, including the Intellectual Property appearing on Schedule A hereto; and
- (B) Assignors and Assignee will enter into a License Agreement, as amended from time to time (the "**License Agreement**"), pursuant to which the Company will license certain assets to B Lab.

Now, therefore, in consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1 Definitions

1.1 Specific Definitions

The following terms, as used in this Agreement, have the following meanings:

"**Agreement**" means this Intellectual Property Assignment Agreement.

"**Intellectual Property**" means: (a) all patents, patent applications and statutory invention registrations, including reissues, divisions, continuations, continuations in part, renewals, extensions and reexaminations thereof, all patents that may issue on such applications, documented unpatented invention disclosures, and all rights therein provided by international treaties or conventions, and inventions and discoveries that may be patentable ("**Patents**"), (b) all trademarks, service marks, trade dress, logos, any and all common law rights thereto and goodwill connected with their use, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing ("**Trademarks**"), (c) all copyrightable works, copyrights, whether or not registered, and registrations and applications for registration thereof, and all rights

therein provided by international treaties or conventions ("**copyright**"), (d) all rights in internet web sites and internet domain names, any and all common law rights thereto, and registrations and applications for registration thereof and (e) all confidential and proprietary information, including trade secrets, processes and know-how and all other original ideas expressed in any tangible form.

1.2 Headings; Table of Contents

Headings and table of contents should be ignored in construing this Agreement.

1.3 Schedules

References to this Agreement shall include any Schedules and Recitals to it and references to Sections and Schedules are to Sections of, and Schedules to, this Agreement.

1.4 Interpretation

In this Agreement, unless the context otherwise requires, any reference to "including" or "in particular" shall be illustrative only and without limitation.

2 Assignments

2.1 Assignors hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignors' entire right, title and interest in and to the Intellectual Property, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made; together with all claims for damages by reason of past infringements of the Intellectual Property, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2.2 The Assignors further covenant and agree that, at the time of the execution and delivery of this Assignment, they are not aware of any other person that holds title to the Intellectual Property and that it has the unencumbered right and authority to make this assignment of the interests held Assignors in the Intellectual Property.

2.3 Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, patents or other evidence or forms of intellectual property protection or applications of aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3 Miscellaneous

3.1 Entire Agreement

This Agreement and the Operative Agreements constitute the full and entire understanding and agreement of the parties and supersedes any and all prior agreements, arrangements and understandings, written and oral, relating to the subject matters hereof and thereof.

3.2 Severability

If any provision of this Agreement including any phrase, sentence, clause, Section or subsection, is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein or therein contained invalid, inoperative, or unenforceable to any extent whatsoever. If any provision of this Agreement shall be adjudged to be excessively broad as to duration, geographical scope, activity or subject, the Parties intend that such provision shall be deemed modified to the minimum degree necessary to make such provision valid and enforceable under applicable Law and that such modified provision shall thereafter be enforced to the fullest extent possible.

3.3 Counterparts

This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which together shall be deemed an original and all of which shall constitute one and the same instrument.

3.4 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

3.5 Assignment

This Agreement shall not be assignable or otherwise transferable by any Party without the prior written consent of the other Party.

3.6 No Third Party Beneficiaries

Nothing in this Agreement shall confer any rights upon any Person or entity other than the Parties and their respective successors and permitted assigns.

3.7 Governing Law

This Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to the conflict of laws rules thereof to the extent such rules would require or permit the application of the Laws of another jurisdiction.

3.8 Certain Waivers

3.8.1 THE PARTIES TO THIS AGREEMENT AND THE OPERATIVE AGREEMENTS EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO RECOVER PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING THOSE CONSTITUTING LOST PROFITS) IN ANY ARBITRATION, LAWSUIT, LITIGATION OR PROCEEDING ARISING OUT OF OR RESULTING FROM ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OPERATIVE AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

3.8.2 EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY

OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OPERATIVE AGREEMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.8.2.


3.9 Waiver of Jury Trial

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OPERATIVE AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY AND THEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OPERATIVE AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE LICENSE AGREEMENT, OR THE LLC AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LICENSE AGREEMENT, AND THE LLC AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.9.

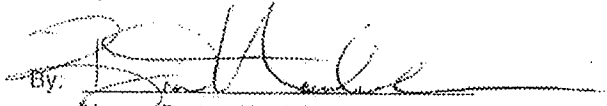
[Signature page follows]

In Witness Whereof, the parties hereto have duly executed this Agreement as of the date first above written.

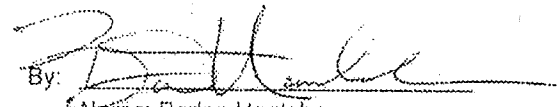
B Lab Company

By: 
Name: Barton Houlihan
Title: President

GIIRS, LLC

By: 
Name: Barton Houlihan
Title: President

B Lab IP, LLC

By: 
Name: Barton Houlihan
Title: Manager

[Signature page to the Intellectual Property Assignment Agreement]

Schedule A
Intellectual Property

B Lab Company

MARK	JURISDICTION	REG./APP. No.	FILING/REG.DATE	RECORD OWNER
B CORPORATION SETTING THE NEW CORPORATE STANDARDS FOR SOCIAL AND ENVIRONMENTAL PERFORMANCE (and Design)	U.S.	Reg. 3,388,301	2/26/08	B Lab Company
B CORPORATION	U.S.	Reg. 3,316,902	10/23/07	B Lab Company
B CORPORATION (and Design)	U.S.	Reg. 3,316,897	10/23/07	B Lab Company
THE CHANGE WE SEEK	U.S.	Reg. 3,607,771	4/14/09	B Lab Company
THE CHANGE WE SEEK	U.S.	Reg. 3,350,447	12/4/07	B Lab Company
B CORPORATION SETTING THE NEW CORPORATE STANDARD FOR SOCIAL AND ENVIRONMENTAL PERFORMANCE (and Design)	International Registration ¹	Reg. 953751	9/21/07	B Lab Company

¹ Protection granted in the following countries: Australia, China, European Community, Japan.

GIIRS, LLC

MARK	JURISDICTION	REG./APP. No.	FILING/REG. DATE	RECORD OWNER
GIIRS	U.S.	Reg. 4109458	3/6/12	GIIRS, LLC
GLOBAL IMPACT INVESTING RATINGS SYSTEM	U.S.	App. 85/000,751	3/29/10	GIIRS, LLC
GIIRS	Canada	App. 147669000	4/13/10	GIIRS, LLC
GLOBAL IMPACT INVESTING RATINGS SYSTEM	Canada	App. 147669100	4/13/10	GIIRS, LLC
GIIRS	China	App. 8537386	4/13/10	GIIRS, LLC
GLOBAL IMPACT INVESTING RATINGS SYSTEM	China	App. 8537385	4/13/10	GIIRS, LLC
GIIRS	European Community	App. 9022476	4/13/10	GIIRS, LLC
GLOBAL IMPACT INVESTING RATINGS SYSTEM	European Community	App. 9022443	4/13/10	GIIRS, LLC
GIIRS	India	App. 1952656	4/13/10	GIIRS, LLC
GLOBAL IMPACT INVESTING RATINGS SYSTEM	India	Reg. 1952657	5/4/11	GIIRS, LLC

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